

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

DEED OF TRUST

THIS INDENTURE, made and entered into this 10th day of October, A.D. 1900, by and between Meyer Mills, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located at the County of Lincoln and State of North Carolina, party of the first part; J. B. Alexander, Jr., Trustee of Mecklenburg County, in said State, party of the second part; and Harry Deans and Samuel Pearson, of Westchester County, State of New York, party of the third part,

That whereas the said party of the first part is a wholly owned subsidiary of Concord-Danah Corporation, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Purchaser"), and has guaranteed the full and faithful performance, compliance and observance of all the terms, covenants, and agreements, conditions and promises made to or provided for by the said party of the third part pursuant to a certain contract dated as of October 1, 1960 (hereinafter called the "Contract") made between Harry Dean and Samuel Carson, the party of the third part herein, as Sellers, and Concord-Danah Corporation, as Purchaser, and Monahan Corporation, which Contract is referred to, incorporated herein and made a part hereof fully as if recited herein at length, with a maximum liability under such guaranty in the sum of Four hundred fifty thousand (\$450,000) Dollars, hereinafter called the "Indebtedness", and whereas for security to be given to the party of the third part for the said guarantee and indebtedness as aforesaid, it has been agreed that said indebtedness and guaranty shall be secured by the conveyance of the lands hereinafter described together with the buildings and improvements thereon:

Now, Therefore, in consideration of the premises and for the purpose aforesaid and for the sum of one dollar to the party of the first part paid by the party of the second part aforesaid, said party of the first part has bargained, sold, given, granted and conveyed, and by these presents does bargain, sell, give, grant and convey to said party of the second part, his heirs and assigns, all those certain tracts of land lying and being in Lincolnton Township, Lincoln County, North Carolina, and more particularly described and defined as follows:

TRACT I:

BEGINNING at an iron stake located in the center of the Seaboard Air Line's track at the intersection thereof with the center line of the gravel road leading from Highway 27 to the Meyer Mill property and running thence in part with the center line of said road S 33-42 W 895 feet to an iron stake of the Kale-Beam property line; thence with the Kale-Beam line S 71-20 W 218.5 feet; thence N 19-10 W 915 feet to an iron stake in the center line of said railroad track; thence with said center line of said railroad track in three calls as follows: (1) N 70-27 E 135 feet; (2) with the arc of a curve to the right with a radius of 573 feet a distance of 120 feet, and (3) N 21-10 E 205.3 feet to the point of beginning and containing 7 acres, more or less.

Being in all respects the same property which was conveyed to Meyer Mills Incorporated, Lincoln County Development Corporation by deed dated the 19th day of April, 1959 and recorded in Book 359 at page 577 in the office of the Register of Deeds for Lincoln County.

TRACT II:

Beginning at a point in the center line of the Seaboard railroad track at the northwestern corner of Tract I above and running thence with the western line of Tract I S 19-10 E 85 feet to a point on the Kale-Beam property line; thence with said property line S 71-20 W 240 feet; thence N 19-20 W 913 feet to a point in the center line of said railroad track; thence with said center line N 70-20 E 240 feet to the point of beginning, and containing 5 acres, more or less.

Being in all respects the same property which was conveyed to Meyer Mills, Inc., by Lincoln County Development Corporation by deed dated the 2nd day of June, 1960, and recorded in Book 364 at page 133 in the office of the Register of Deeds for Lincoln County.

The foregoing Tracts I and II are shown on a survey of R.M. Wingo, Registered Surveyor, dated April 5, 1960, reference to which survey is hereby made.

Conveyance of the foregoing tracts is subject to all easements which appear of record.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to him, said party of the second part his heirs, and assigns, unto the trusts and for the uses and purposes following, and none other, that is to say:

If the said party of the first part, its successors or assigns, shall fail or neglect to pay all taxes and assessments which are or may be levied against or which may constitute a lien upon said lands within three months after the same shall have become due and payable, or should it fail to keep the buildings on said premises insured against loss and damage by fire, by insurers and in an amount approved by the party of the third part, payable to the Trustee herein as his interest may appear, or should any default of the said Concord-Danan Corporation or the said Lincoln Corporation as set forth and defined in said Contract, occur and continue beyond the time for remedying the same as provided therefore in the said contract, and should the party of the third part have declared the full balance of the purchase price as defined in said Contract due and payable, then in either one or more of such events all of the balance of said indebtedness shall immediately become due and payable and on application of the party of the third part or their assigns or other persons who may be entitled to the money due, or any one of them, it shall be lawful for, and the duty of, said party of the second part to advertise at the County courthouse, for a time not less than thirty days, and also to publish notice of said sale once a week for four weeks in some newspaper published in Lincoln County, therein appointing a day and place of sale, and at such time and place to expose said property at public sale to the highest bidder for cash (Trustee may require the successful bidder at any sale to immediately deposit with the Trustee cash or certified check in the amount of 10% of his bid, provided notice of such requirement is contained in the advertisement. The bid may be rejected if the deposit is not immediately made. Said deposit shall be refunded in case a resale is ordered on account of increased bid, otherwise shall be applied on the purchase price), and upon such sale, to collect the purchase money and convey to the purchaser, and said party of the second part, first retaining the usual compensation received by Trustee for making such sale, and for all services performed and expenses incurred, out of the proceeds of such sale, shall apply so much of the residue as may be necessary to pay off and discharge all of the balance of said indebtedness and shall pay the surplus, if any remain, to said party of the first part, its successors, legal representatives or assigns:

906 by and between Meyer Mills, Inc., of the State of North Carolina and State of Mecklenburg County, in said Westchester county, State of New York (hereinafter called complainant and conservance made to or provided for the 7 of October 1, 1960 (hereinafter party of the third part) Monahan Corporation, which fully as set forth herein Four Hundred Fifty thousand for security to be given as aforesaid; it has been conveyance of the lands hereinafter

aforesaid and for the same second part aforesaid, said ed, and by these presents, part, Heirs and assigns, p, Lincoln County, North

ine's track at the intersection 7 to the Meyer Mill property 95 feet to an iron stake N 218.5 feet; thence N 19-10 W hence will said center line et; (2) with the arc of a nd (3) N 82 E 205.3 feet

lls Inc. by Lincoln County recorder in Book 359 at page

at the northwestern corner -10 E 245 feet to a point on 240 feet; thence N 19-20 W with said center line N T less.

lls, Inc. by Lincoln County recorded in Book 364 at page

istered Surveyor, dated April

ppear of record.

ileges and appurtenances there signs upon the trusts and for

fail or neglect to pay all constitute a lien upon said able, or should it fail to fire, by insurers and in can herein as his interest may the said Monahan Corporation he time for remedying the of the third part were declared and payable, then on either ll immediately become due and signs of other persons who may or, and the duty of said ime not less than thirty days, some newspaper published in h time and place to expose sa require the successful bidder check in the amount of 10% tissement. The bid may be refunded in case a resale the purchase price), and ser; and said party of the e for making such sale, and of such sale, shall apply so the balance of said indebted st part its successors, legal

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And it is Stipulated and Agreed, that if the said party of the first part shall pay off all of the balance of said indebtedness and discharge fully the trust herein declared before such sale, or the same shall be done by a sale of part of said property, then so much of said property as may not have been sold and is not required to meet anyof said trusts shall be reconveyed to said party of the first part or the title thereto be revested in it according to the provisions of law.

It is distinctly understood and agreed by the parties hereto that in the event of default in compliance with terms hereof for a period of thirty days that the party of the second part shall be entitled to enter into possession of said lands for the purpose of collecting the rents and profits arising therefrom and applying the same upon the debts being secured, and he is hereby authorized and empowered to do so without formality or process of law.

And the party of the first part, for itself, its successors or assigns covenants that it is seized of said land in fee, and has right to convey the same in fee simple; that the same are free and clear from all encumbrances except those now of record to which this deed of trust is subject, and that it will warrant and defend the said title to the same against the claims of all persons whomsoever.

And it is Further Stipulated and Agreed, that said Trustee shall be entitled to just compensation for any and all services performed under this trust, which compensation shall constitute a part of the debt secured by this conveyance and be a lien on the property herein conveyed.

It is Further Stipulated and Agreed, that any sums expended by the party of the third part, or their assigns, for insurance of the property (if the property is insurable property), or for payment of taxes thereon, or to remove any prior liens or encumbrances, shall be added to and constitute a part of the debt hereby secured and shall bear interest at same rate.

In Witness Whereof, said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary the day and year first above written, all in pursuance of authority duly given by resolution of the Board of Directors of the party of the first part.

(Corporate Seal)

MEYER MILLS, INC.

attest: Harriet Lombardi
Secretary

By: Anthony Lombardi
President

CORPORATE PROBATE
STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

This 10th day of October, 1960, personally came before me Rachel C. Sherrill, Notary Public for said County Harriet Lombardi who being by me duly sworn says that she knows the common seal of the Meyer Mills, Inc. and is acquainted with Anthony Lombardi who is the President and presiding member of said Corporation, and that she, the said Harriet Lombardi is the Secretary of the said Corporation and saw the said President sign the foregoing instrument and saw the said common seal of said Corporation affixed to said instrument by said President, and that she, the said Harriet Lombardi signed her name in attestation of said instrument in the presence of said President of said Corporation.

Let the instrument with the certificate be registered.

My Comm. Expires: April 26, 1962 (SEAL)

Rachel C. Sherrill
Notary Public

NORTH CAROLINA
LINCOLN COUNTY

The foregoing certificate of Rachel C. Sherrill, a Notary Public of Lincoln County, North Carolina is adjudged to be in due form and according to law. Therefore let the same with the foregoing Deed of Trust and these Certificates be registered.

Nellie L. Bess, Dpty.
Clerk Superior Court

Filed for registration on the 17th day of October 1960, at 9 A.M. Registered on the 25th day of October, 1960, in Book 324, Page 559.

Register of Deeds

[illegible]

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SUBORDINATION AGREEMENT

AGREEMENT made the 22nd day of July, 1963,
by A. J. ARMSTRONG CO., INC., a New York Corporation,

W I T N E S S E T H :

WHEREAS A. J. ARMSTRONG CO., INC. now owns
and holds the following chattel mortgage and the note
secured thereby:

Mortgage made the 16th day of October, 1961,
made by Mohican Corporation to A. J. Armstrong Co., Inc.
in the principal sum of \$250,000, covering machinery and
equipment described in the schedule annexed thereto, and
filed or recorded on October 23, 1961 in the Office of
the Register of Lincoln County, North Carolina, in Liber
380, Page 4; and

WHEREAS Mohican Corporation is about to exe-
cute and deliver to Bankers Life and Casualty Company a
mortgage to secure the principal sum of Six Hundred
Thousand (\$600,000) Dollars and interest, which will be
filed in the Lincoln County Registry in North Carolina,
covering certain of the same machinery and equipment as
is described in detail in the schedule annexed to the
mortgage held by A. J. Armstrong Co., Inc., which machin-
ery and equipment is described in detail in the schedule
annexed to the mortgage about to be executed and deliv-
ered to Bankers Life and Casualty Company, which schedule
of equipment is hereby incorporated herein by reference
as if fully set forth at length in detail herein; and

WHEREAS Bankers Life and Casualty Company has
refused to accept said chattel mortgage unless said
mortgage held by A. J. Armstrong Co., Inc. be subordinated
in the manner hereinafter mentioned;

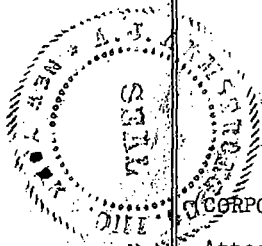
NOW, THEREFORE, in consideration of the prem-
ises and to induce Bankers Life and Casualty Company to
accept said chattel mortgage and also in consideration of
One (\$1.00) Dollar paid to A. J. Armstrong Co., Inc., the
receipt whereof is hereby acknowledged, A. J. Armstrong
& Co., Inc. hereby covenants and agrees with Bankers Life
and Casualty Company that said mortgage held by A. J.
Armstrong Co., Inc. be and shall continue to be subject
and subordinate in lien to the lien of said chattel
mortgage for Six Hundred Thousand (\$600,000) Dollars and
interest about to be delivered to Bankers Life and Casualty

Company hereto, plus legal fees and auctioneers' fees and expenses incidental to foreclosure in the event of default as provided for in said chattel mortgage.

IN WITNESS WHEREOF, A. J. Armstrong Co., Inc. has caused these presents to be signed in its name by its Vice President, and its corporate seal to be hereto affixed and attested by its Secretary the day and year first above written, all in pursuance of authority duly given by resolution of the Board of Directors.

A. J. ARMSTRONG CO., INC.

By Melvin E. Jones
Vice President



(CORPORATE SEAL)

Attest:

John R. [Signature]
Secretary

~~Notary Public in and for the State of New York
County of New York
My Comm. Expires March 30, 1965~~

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

This 22nd day of July, 1963, personally came before me, Leonard Lakin, notary public for said County and State, GENE ROSENBERG, who, being by me duly sworn, says he knows the corporate seal of A. J. Armstrong Co., Inc. and is acquainted with Melvin L. Hirsch, who is Vice President of said Corporation, and that he, the said GENE ROSENBERG, is the Assistant Secretary of said Corporation and saw the said Melvin L. Hirsch sign the foregoing instrument and saw the corporate seal of A. J. Armstrong Co., Inc. affixed to said instrument by said Melvin L. Hirsch and that the said GENE ROSENBERG signed his name in attestation of said instrument in the presence of said Vice President of said Corporation.

My Commission Expires: March 30, 1965.

STATE OF NORTH CAROLINA

Lincoln County

The foregoing certificate of Leonard Lakin
a Notary Public of Lincoln County, as
attested by John H. Moore official seal is adjudged to be
correct. Let the instrument with certificates, be registered
This the 21 day of July 1963

John H. Moore
Clerk Superior Court

LEONARD LAKIN
NOTARY PUBLIC, State of New York
No. 60-2236 Qual. in Westchester Co.
Cert. filed in New York County
Commission Expires March 30, 1965

Filed for registration at 12:50 o'clock pm on
the 24 day of July 1963 and registered
in the office of the Register of Deeds for
Lincoln County, in Book _____ Page _____
This 29 day of July 1963
John L. Moore
Deputy - Register of Deeds Lincoln County, N. C.

POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS that HARRY DEAN, Mortgagee under a certain Chattel Mortgage from Concord-Danan Corporation to Harry Dean and Samuel Carson, dated October 11, 1960, and recorded in Book 349 at Page 512 in the office of the Register of Deeds, Lincoln County, North Carolina, and Mortgagee under certain Deed of Trust from Meyer Mills, Inc. to J. W. Alexander, Jr., Trustee for Harry Dean and Samuel Carson, dated October 10, 1960, and recorded October 25, 1960, in Book 324 at Page 559 in the office of the Register of Deeds for Lincoln County, and Mortgagee under a certain Correction Deed of Trust, dated as of October 10, 1960, which corrected the said Deed of Trust from Meyer Mills, Inc. to J. W. Alexander for Harry Dean and Samuel Carson dated October 10, 1960, has made, constituted and appointed, and by these presents does make, constitute and appoint SAMUEL CARSON, his true and lawful attorney for him and in his name, place and stead, to acknowledge the satisfaction of the provisions of the said Chattel Mortgage, Deed of Trust and Correction Deed of Trust, in the presence of the Register of Deeds for Lincoln County, or his or her deputy, and to sign his name as attorney for HARRY DEAN, Mortgagee under the said Chattel Mortgage, Deed of Trust and Correction Deed of Trust, upon the record of said Chattel Mortgage,

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Deed of Trust and Correction Deed of Trust under the
marginal entry of such acknowledgments of satisfaction
made by the said Register of Deeds, or his or her deputy.

IN WITNESS WHEREOF, the said HARRY DEAN, as
Mortgagee under the said Chattel Mortgage, Deed of Trust
and Correction Deed of Trust, has hereunto set his hand and
seal this 22nd day of July, 1963.

(SEAL)

(SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

I, Lillian Baum, a notary public
in and for the aforesaid State and County, do hereby
certify that HARRY DEAN personally came before me this
day and duly executed the foregoing Power of Attorney.

WITNESS my hand and notarial seal this 22nd
day of July, 1963.

My Commission Expires:

March 30, 1965



Lillian Baum
Notary Public

STATE OF NORTH CAROLINA

Lincoln County

The foregoing certificate of Lillian Baum
a Notary Public of State of New York County of
attested by [Signature] official seal is adjudged to be
correct. Let the instrument with certificates, be registered
This the 21 day of July, 1963

[Signature]
Mark Superior Court

Filed for registration at 10:50 o'clock A.M.
the 26 day of July, 1963 and registered
in the office of the Register of Deeds for
Lincoln County, in Book Page
This 29 day of July, 1963

Deputy - Helen L. Hoover
Register of Deeds Lincoln County, N. C.

Prepared By: Harvey A. Jonas, Jr., Atty., Lincolnton, N. C.

Form CD-1 CORPORATION DEED

James Williams & Co., Yadkinville, N. C.

STATE OF NORTH CAROLINA, }

LINCOLN COUNTY. }

This Deed, Made this 11th day of June
A. D. 1966, by and between Lincoln County Development Corporation

A corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located at Lincolnton
of the County of Lincoln and State
of North Carolina Party of the first part, and
Mohican Mills, Inc.

of the County of Lincoln and State of North Carolina
part. y of the second part,

WITNESSETH, That the said party of the first part, in consideration of One Hundred
Dollars (\$100.00) and other valuables

to it paid by the part. y of the second part, the receipt of which is hereby acknowledged, has
bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said

party of the second part
and its successors and heirs, all that certain lot of land

of land, situate, lying and being in Lincolnton
Township, Lincoln County, State of North Carolina,
and more particularly described as follows:

BEGINNING at a point in the center of paved road #1419, southwest corner of tracts totaling twenty-two (22) acres as conveyed to Mohican Mills, Inc. (formerly Meyer Mills, Inc.) by Deed, Book 379, Page 55; and runs thence from said beginning corner with the center of said road, South 73-41 West 50 feet to a point in the center of said road; thence a new line with the Grantor, North 18-45 West 894.5 feet to a point in the center of the Seaboard Air Lines Railroad main line track; thence with the center thereof, North 70-27 East 50 feet to a point in the center of said track, northwest corner of other lands of Mohican Mills, Inc.; thence with its line, South 18-45 East 894.2 feet to the BEGINNING, containing 1.02 ACRES, more or less, as surveyed and platted by Hoke S. Heavner, County Surveyor, in June, 1966.



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TO HAVE AND TO HOLD, the aforesaid lot
_____ of land and all privileges and appurtenances thereto, belonging, to the said

heirs and assigns, to _____ only use and behoof forever.

And the said party of the first part _____ for itself
its successors and assigns, covenants with the said part y of the second part, ~~by~~ ^{successors &} its /heirs
and assigns, that it is seized of said premises in fee, and has right to convey the same in fee sim-
ple, that the same are free and clear from all incumbrances, and that it will warrant and defend the
said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its
name by its President, and its corporate seal to be hereto affixed and attested by its secretary this
day and year first above written.

LINCOLN COUNTY DEVELOPMENT CORPORATION
By J. Edw. Kaula
President.

(Corporate Seal)
Attest:

W. K. Fromberger
Secretary.

NORTH CAROLINA,

_____ COUNTY,

This _____ day of _____, 19____, personally came before me _____

_____ for said County.

Who being by me duly sworn says that he knows the common seal of the _____

_____ and is acquainted with

_____ who is the

President and presiding member of said Corporation, and that he, the said _____

_____ is the Secretary of the said Corporation and saw the said President
sign the foregoing instrument and saw the said common seal of said Corporation affixed to said
instrument by said President (or, and that he the said _____

Secretary as aforesaid, affixed said seal to said instrument), and that he, the said _____

_____ signed his name in attestation of said instrument
in the presence of said President of said Corporation.

Let the instrument with the certificate be registered.

NORTH CAROLINA,

LINCOLN COUNTY.

This 14 day of June, A. D. 66, personally came before me, J. Edward Kale, Jr. Who, being by me duly sworn, says that he is the president of LINCOLN COUNTY DEVELOPMENT CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said J. Edward Kale, Jr. Acknowledged the said writing to be the act and deed of said Corporation.



State of North Carolina

County of Lincoln

SS.

H. A. Jonas, Jr.
Notary Public, Lincoln Co.

The foregoing (or annexed) Certificate of H. A. Jonas, Jr., a Notary Public of Lincoln County is adjudged to be correct. Let the instrument and the Certificate be registered.

This 24 day of June, A. D. 1966

Nellie L. Bass, Clerk.
SUPERIOR Court.

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Corporation Deed

LINCOLN COUNTY DEVELOPMENT CORPORATION

CORPORATION

TO

MOHICAN MILLS, INC.

3000 Jones - post age

Consideration, - - - \$100.00

Dated 11th day of June, 1966

Filed for registration on the 24 day of June, 1966, at 1:45 clock

P.M., and registered in the office of

Register of Deeds for Lincoln

County, N. C., 24 day of June

1966, at 6 clock

in Book of Deeds, and Page &c
Elizabeth S. Carpenter
Register of Deeds.

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